

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1 of 57
2. Contract No.		3. Solicitation No. W52P1J-06-R-0206		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2007JAN08	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ ARMY SUSTAINMENT COMMAND AMSAS-ACA-F ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390			Code W52P1J	8. Address Offer To (If Other Than Item 7)		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** _____ **until** 02:30pm **(hour) local time** 2007FEB09 **(Date).**

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name RACHEL PHELPS E-mail address: RACHEL.PHELPS@US.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-0281
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ **calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)			17. Signature
15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer			18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7) Code		25. Payment Will Be Made By Code	
SCD PAS ADP PT		27. United States Of America _____ /SIGNED/ (Signature of Contracting Officer)	
26. Name of Contracting Officer (Type or Print)		28. Award Date	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 52.204-7000 LOCAL	ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA)	JUN/2005

Notice to All Contractors: In a final rule contained in the Federal Acquisition Circular 01- 26 (Item I, FAR Case 2002-24) published in the Federal Register on December 20, 2004, the Federal Acquisition Regulation was amended to require offerors to submit representations and certifications electronically via the Business Partner Network. Offerors shall complete an Online Representations and Certifications Application (ORCA) as soon as possible. This solicitation requires online certifications and representations. Failure to complete the ORCA registration may make the offeror ineligible for award. The ORCA can be found at <http://orca.bpn.gov>.

(End of narrative)

(AS7002)

A-2	52.246-4536 LOCAL	SUPPLEMENTAL INFORMATION FOR 2-D BAR CODING VERIFICATION	JUL/2005
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(a) The following website and guide are provided as reference and to assist in understanding and constructing 2-D bar code item identification labels.

(1) Website for government developed bar code software, Joint Munitions Bar Code Labeler (JMBL) is:

<http://www.savi.com/downloads/JMBL/index.html>

(2) An introductory guide, "The Requirements and Implementation of 2-D Bar Codes on Munitions", is available upon request from HQ, JMC, SFSJM-CTA, 309-782-5206.

(b) The guide will give you background information on the what and why of 2-D bar codes for exterior shipping containers (boxes, cans, etc.) and unitized (palletized) loads. The website makes available software originally developed for government-owned, government-operated facilities. The software generates MIL-STD-129P compliant ammunition identification labels, and supports specific printers and label stock which conform to the requirements of MIL-PRF-61002A. The website also contains software user's and administrator's guides you may find helpful. The software is now made available to JMC suppliers at no charge, but comes with no warranty or support of any kind.

(End of narrative)

(AS7003)

A-3	52.252-4500 LOCAL	FULL TEXT CLAUSES	APR/2006
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(a) This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.

(b) The entire body of full text regulatory clauses and provisions are no longer included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three asterisks are put in its place (***).

(c) You can view or obtain a copy of all clauses and provisions on the Internet at:
<http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

(d) All full text clauses have a 6 or 7 as the third digit of the clause number (i.e., AS7000).

(End of narrative)

(AS7001)

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Name of Offeror or Contractor:		

EXECUTIVE SUMMARY:

This solicitation will result in a five year, firm fixed price, indefinite delivery indefinite quantity (IDIQ) contract, and is issued on a competitive basis.

1. The U.S. Army Sustainment Command requests your proposal for NSN: 1305-01-390-7977, P/N: 1397AS390-2, DODIC: A978, PGU-23/U TP.
2. This solicitation is restricted to the National Technology Industrial Base (NTIB) United States and Canada and shall be acquired via competitive, best value procedures.
3. The pricing structure and resulting contract minimum and maximum are outlined in Section B of this solicitation.
4. The Government anticipates price competition; therefore, cost data is not required to be submitted with the offeror's proposal. However, the Government reserves the right to request cost data in the event price competition does not exist.
5. The Technical Data Package (TDP) associated with this 25MM PGU-23/U Cartridge is coded Distribution D and is authorized to the Department of Defense (DOD) and DOD contractors only. Offerors must be registered with the U.S./Canada Joint Certification Office to obtain a copy of the TDP. The offeror's cage code and certification number must be provided to the contracting office when requesting TDP.
6. Offerors are cautioned to ensure their proposals are fully complete, including all fill-ins and blanks in the solicitation. This also includes small business subcontracting plans and written approval from the cognizant contracting officer to use Government-owned facilities and equipment.
7. This RFP should not be discussed with any Government employee except the Contracting Officer, Ms. Christine Gerling Cole, or her representative, Ms. Rachel Phelps. Failure to adhere to this restriction may be grounds to declare your firm ineligible for consideration of award resulting from this competitive acquisition.
8. This item is considered to be sensitive ammunition/explosive and requires a physical security pre-award survey. This survey will be conducted by the cognizant defense security service office. The Defense Contract Management Agency (DCMA) will arrange for a pre-award survey as prescribed in DFARS 252.233-72, "Safeguarding Sensitive Conventional Arms, Ammunition and Explosives". In accordance with Section C of part 252.223-7007, a Statement of Work (SOW) that specifies requirements found in DOD 5100.076M is attached to this solicitation. Refer to Attachment 009 titled "Security Statement of Work (SOW) Physical Security Standards for DOD Security Risk Category III/IV Ammunition and Explosives (A&E) at Contractor-Owned, Contractor-Operated (COCO) Facilities".
9. Offerors should take note of the provision at FAR 52.215-1 "Instructions to Offerors - Competitive Acquisition". The Government intends to award a contract resulting from this solicitation without discussions with offerors (except clarifications described in FAR 15.306(A)). Initial proposals should contain the offeror's best terms. The Government reserves the right to conduct discussions if determined necessary by the contracting officer.

This executive summary is provided as an administrative convenience and is not intended to alter the terms and conditions of the solicitation in any way. Any inconsistencies between this executive summary and other solicitation provisions shall be resolved in favor of the other solicitation provisions.

It is requested that all questions/comments regarding this solicitation be submitted not later than January 31, 2007. The Government's representative for this RFP is Ms. Rachel Phelps, (309) 782-0281. Comments/questions should be directed in writing to Ms. Phelps by email to rachel.phelps@us.army.mil. Please indicate the RFP number, W52P1J-06-R-0206, in the subject line.

*** END OF NARRATIVE A 0001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative F001)</p>			\$** NSP **	\$** NSP **

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The US Army Sustainment Command has a requirement for 25mm PGU-23/U TP Cartridges. The quantity needed over the five year period is unknown. Therefore, the Government will be awarding an IDIQ contract against which individual delivery orders will be issued. Current anticipated requirements are in FY06 and the FY08 budget. This is NOT a guarantee of quantity to be ordered from the contractor.

1. The minimum value of the resulting IDIQ contract is \$2.4 Million. The maximum value of the contract is \$15 Million.
2. Offerors are required to propose unit prices for each year, and may propose unit prices for up to three quantity ranges. Quantity ranges must include quantities from 1 each to 500,000 each cartridges. Offerors are required to propose prices as follows: Year 1 proposed unit prices will include First Article Test; years 2-5 unit prices will not include First Article, and a separate price will be proposed for First Article Test. See Section M for Price Evaluation information.

3. Inspection/Acceptance/FOB Information for FAT Report and PGU-23/U Cartridges:

First Article Test Report
Inspection: Origin Acceptance: Destination
FOB Point: Destination

PGU-23/U Cartridges:
Inspection: Origin Acceptance: Origin
FOB Point: Origin

4. The first delivery order placed against the resulting IDIQ contract will be awarded with First Article Test, and any subsequent orders will be awarded with or without First Article. First Article Report delivery will be required 120 days from the date of the order. Production deliveries will be required 180 days from the date of the order.

Year 1: 0 - 365 days after IDIQ contract award

25mm PGU-23/U TP Cartridges w/First Article:

<u>Quantity Range</u>	<u>Unit Price</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

Year 2: 366 - 730 days after IDIQ contract award

	<u>Total Price</u>
First Article Test	\$ _____

25mm PGU-23/U TP Cartridges:

<u>Quantity Range</u>	<u>Unit Price</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

Year 3: 731 - 1095 days after IDIQ contract award

	<u>Total Price</u>
First Article Test	\$ _____

25mm PGU-23/U TP Cartridges:

<u>Quantity Range</u>	<u>Unit Price</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

Year 4: 1096 - 1460 days after IDIQ contract award

	<u>Total Price</u>
First Article Test	\$ _____

25mm PGU-23/U TP Cartridges:

Quantity Range	Unit Price
	\$
	\$
	\$

Year 5: 1461 - 1825 days after IDIQ contract award

	Total Price
First Article Test	\$

25mm PGU-23/U TP Cartridges:

Quantity Range	Unit Price
	\$
	\$
	\$

*** END OF NARRATIVE B 0001 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 LOCAL	DRAWINGS/SPECIFICATIONS	MAR/1988

(a) In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

(b) The following drawings and specifications are applicable to this procurement. Drawings, specifications, and documents in accordance with Automated Data List 1397AS390, Rev. B, Dated 14 August 2006, and revisions of documents thereon.

Government Specifications and standards listed in the ADL may be obtained from the Department of Defense Single Stock Point, 700 Robbins Avenue, Building 4D/Section D, Philadelphia, PA 19111-5094; or on-line at: <http://dodssp.daps.dla.mil/>. Commercial specifications and standards may be obtained from the publisher.

The Following Engineering Exceptions Apply:

1. 30003-1397AS390

1.1 Note 11, Change "The Container shall be palletized in accordance with MIL-STD-1323-312." TO "For -1 and -2, the Container shall be palletized in accordance with 19-48-4116/17B. For -3 and -4, the Container shall be palletized in accordance with drawing 53711-6214102."

1.2 Change approved suppliers list to read as follows:

<u>Approved Suppliers</u>		
<u>Supplier Data</u>		
<u>Cage C</u>	<u>Part Number</u>	<u>Name and Address</u>
14578	1220416	General Dynamics Ordnance and Tactical Systems, Inc. 6658 Route 148 Marion, IL 62959
1YQE8	28202666	Alliant Techsystems, Inc. 3309 North Reseda Circle Mesa, AZ 85215

2. 30003-1829AS100

2.1 Parts List, Change Item 6 to read:

"[6][2][][19203-8794342][Seal, Metallic][][See Note 9]"

2.2 Note 11B, Change "SW020-AC-SAF-030" TO "SW020-AC-SAF-010".

3. 19203-8794342

3.1 Note 2, Change "PRONG-LOK PRO-4" TO "PRONG-LOK PRO-4 (Aluminum)".

4. MIL-C-85623

4.1 Page 3, Reports, Delete "AS12013667" in its entirety.

4.2 Page 3, Paragraph 3.9, Change "...Projectiles shall meet the requirements specified in AS12013667 (see 4.6.5)." TO "...Projectiles shall be not greater than 0.77 Mils when the sample cartridges are conditioned at 18 to 24 C (See 4.6.5).".

4.3 Page 5, Paragraph 4.4.1.2, Lines 6 and 7, Delete "The acceptance/rejection criteria for the First Article Sample shall be as specified in Table 1."

4.4 Page 6, Table I, Delete "ACC/REJ" column in its entirety.

4.5 Page 6, Table I, No. of shipments column, change

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FROM: 150 2/
150 2/

TO: 150
150

4.6 Page 7, Paragraph 4.5.2.1, Change FROM "...May be considered individually, however where... (See 6.5)." TO "...May be considered individually."

4.7 Page 7, Delete Paragraph 4.5.2.1.1 in its entirety.

4.8 Pages 7, 8, and 9, Paragraphs 4.5.3.1, 4.5.3.2, and 4.5.3.3, Delete the "AQL (%)" Column in its entirety.

4.9 Page 10, Table II, Quality Conformance Inspection, Delete "Combined" column in its entirety.

5. MIL-DTL-244

5.1 Paragraph 3.3, Table II, Grade/Type A, B, and C "See Footnote", Add "5".

5.2 Paragraph 3.3, Table II Footnotes, add Note 5:

"5. Any Nitrocellulose with a Nitrogen content of 12.4% or greater may be used in the spheroidal propellant manufacturing process. Nitrocellulose with a Nitrogen content below 12.75% shall be subject to the chemical and manufacturing requirements of Grade A Nitrocellulose. Nitrocellulose with a Nitrogen content above 12.75% shall be subject to the chemical and manufacturing requirements of Grade B Nitrocellulose. Ether Alcohol solubility requirements for Nitrocellulose, regardless of Nitrogen content, shall be as specified by the spheroidal propellant manufacturer in the contract or order (See 6.2G)"

5.3 Paragraph 6.2(G), Change "... (See Table II Note 2)." TO "...See Table II Notes 2 and 5.)".

5.4 Paragraph 6.4.2.1, Change "...Seal the Drum." TO "...Seal the Drum. The Utilization of bags in packaging is optional for spheroidal propellant production when inline filtering of the Nitrocellulose is utilized to prevent the introduction of contaminants into the propellant manufacturing process."

Additional Requirements:

1. The following documents have been superseded or replaced, wherever they may appear, by the documents indicated.

<u>Superseded Document</u>	<u>Superseding Document</u>
MIL-N-244	MIL-DTL-244
DOD-STD-100, MIL-STD-100	ASME Y14.100
MIL-D-204	A-A-59256
MIL-STD-1167	MIL-STD-1168
RR-S-366	ASTM E11
MIL-S-8660	SAE AS 8660
MIL-STD-105, MIL-STD-1235, ANSI/ASQC Z1.4	MIL-STD-1916
MIL-STD-1323-312	53711-6214102

2. First Article and production acceptance tests are required and shall be performed in accordance with Military Specification MIL-C-85623(AS). At conclusion of First Article Testing and Lot Acceptance Testing, Contractor shall prepare test reports in accordance with MIL-STD-1840 and DOD 5000.2R.

3. Shipping requirements are required and shall be performed as follows:

CNU 405/E Containers shipped by rail or by truck shall be shipped on a wooden pallet, per drawing 19-48-4116/17B, with adequate blocking and bracing utilized to assure containers and pallets do not shift, or change position within the carrier. Personnel unloading the carrier should exercise care to preclude damage to the containers and pallets.

4. Contractor shall prepare Ammunition Data Cards in accordance with MIL-STD-1168, DI-MISC-800043, and Contract Data Requirement List and deliver them with each deliverable lot.

Data Cards shall list the following components

- A. Projectile
- B. Cartridge Case

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- C. Primer, M115
- D. Propellant
- E. Booster Pellet
- F. Container, CNU-405/E

The End Item and Component ADL or TDPL Numbers and revisions shall be listed in lieu of drawing numbers.

5. The Contractor shall use no Class I Ozone Depleting Substances (ODS) in the manufacture of cartridges. ODS are those substances defined in Public Law 102-484 Section 326.

Engineering Change Proposal (ECP) R06Q2033, Primer, Percussion, M115; is hereby incorporated as Attachment 011.

(End of statement of work)

(CS6100)

C-2 52.247-4503 STATEMENT OF WORK - TRANSPORTATION SECURITY REQUIREMENTS MAR/2004
LOCAL

Supplies procured under this contract are identified as Sensitive Category IV, requiring Transportation Protective Service (TPS) in accordance with DoD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives) and DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA) or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DoD 4105.59H, DOD Directory of Contract Administration Service Components, dated January 1985, and subsequent issues thereof for offshore/OCONUS procurements.

(End of statement of work)

(CS6101)

C-3 52.246-4535 STATEMENT OF WORK - AMMUNITION DATA CARDS AND REPORT OF CONTRACTOR NOV/2005
LOCAL BALLISTIC TESTING

Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168 and shall follow the format required by the world wide web application identified as WARP or Worldwide Ammunition-data Repository Program. This shall also include, if required on the DD Form 1423, a Report of Contractor Lot Acceptance/Ballistic Testing. Additional details on both of these WARP applications are provided below. Prior to gaining access to WARP contractor/facility personnel involved in the preparation of ammunition data cards shall obtain a userid and password for the Army Electronic Product Support (AEPS) network. Instructions and help for obtaining an AEPS userid and password are as follows:

(a) AEPS Access Procedures

(1) The Army Electronic Product Support (AEPS) is a Department of Defense logistics website. Entering AEPS will allow you access to the SECURED AREA of the Army Electronic Product Support Network. A username and password are required to enter this area. Only authorized DoD personnel and contractors with current active contracts with DoD will receive access into the AEPS website. If you have a requirement for the AEPS website, you must fill out and submit the AEPS Access Request Form found at the following web address:

<http://aeps.ria.army.mil/aepspublic.cfm>

(2) You must click on "Access Request Form" and continue through the steps until completion and click on SUBMIT. You are required to provide a supervisor name, email and phone number if you are a DoD civilian or military. Government contractors are required to provide CAGE code, Contract Number and COR/COTR with "Government" email address. All requestors must provide their Information Assurance Security Officer's (IASO, formerly ISSO) name, email, DSN phone and commercial phone.

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(3) After submitting the request, your supervisor/COR/COTR will be emailed a copy of your request and will be asked to verify your information before a user ID will be issued. AEPS User ID and AEPS Login Name mean the same. Your supervisor must REPLY back to the email providing the following:

- Approval? (YES/NO)
- Supervisor Name
- Supervisor E-Mail
- Supervisor Phone

(4) The COR/COTR must also provide the same information stated above in his/her REPLY plus provide the Contract Expiration Date (format - MM/DD/YYYY).

(5) Upon notification from your supervisor/COR/COTR, you will be emailed an AEPS User Login Name and instructions for logging into the AEPS website. You will use the AEPS password that you assigned to yourself when you filled out the access request form.

(6) Once you gain access to the AEPS website, you can change your personal information when needed to keep your file current.

(b) AEPS HELP-DESK and Problem Reporting Procedures

(1) Reporting Problems - The AEPS Help Desk has several means of reporting problems:

- Call 1-888-LOG-HELP (1-888-564-4357) to speak to an AEPS representative
- Contact the AEPS Help-Desk at Comm. (309) 782-0699 or DSN 793-0699 or (309) 782-1426 or DSN 793-1426
- Contact the AEPS Help-Desk by FAX: (309) 782-1426 or DSN 793-1426
- Contact the AEPS Webmaster by Email: Webmaster (martinj2@ria.army.mil)

Each phone call, email or fax is handled in a prompt and courteous manner. Responses to problems are provided by phone and/or email.

(2) Other means to help assist you in identifying your problems can be found on the AEPS Help Section at web link: <http://aeps/ria.army.mil/help.cfm>

Here you will find Questions and Answers by clicking in either of the two FAQ subcategories reflected under the HELP tab:

AQs - AEPS Access Request Process or SSL FAQs - Secured Socket Layer

(3) You may also check out our new Frequently Asked Questions (<https://aeps.ria.army.mil/aepsqa.cfm>) page to get answers on access problems as another means of assistance.

(4) The AEPS Help Section screen <http://aeps.ria.army.mil/help.cfm> also reflects two other topics that can be clicked on to provide further assistance:

Password Problems or Request Status" at <https://aeps.ria.army.mil/request/info/UserScreen.cfm>

Ask the AEPS Public Help Knowledge Base" at <http://aeps.ria.army.mil/help/aepshelpmain.cfm>

(c) Worldwide Ammunition-data Repository Program (WARP)

Once you have obtained an AEPS userid and password allowing entry to the secured area of AEPS you can access the WARP application by scrolling to the bottom of the list of AEPS applications. The WARP opening main page and all subsequent pages contain multiple navigational aids to guide you through the process of inputting information necessary for creating a new ammunition data card. An online users manual will provide additional help in the development of an ammunition data card and it is recommended that you download and read the users manual prior to inputting your initial data card. The user's manual also contains screen shots, which depict what the inputter will see during the ADC input process.

(d) Ammunition Data Card Input

ADC input allows current contractors and government facilities the capability to create, and submit for approval, ADCs which meet the format requirement of MIL-STD-1168B. ADCs are automatically forwarded to the respective Governmental Agency Responsible for Acceptance (GARA). The GARA, in most cases the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR), reviews contractor input for accuracy and completeness, and after updating the disposition code for the

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specific lot, submits the ADC to the database. The inputter is granted access only to ADCs identified with its specific manufacturing code, as identified in MIL-HDBK-1461A, Manufacturer's Symbols. The use of previously inputted ADCs through the TEMPLATE option, significantly reduces input effort, while increasing accuracy and consistency of data.

(e) Email Notification

WARP provides immediate, automated notification to process participants when actions are required. When the producer has completed an ADC submission, an email message is routed to the GARA advising that an ADC awaits review and approval. If the GARA approves the ADC as submitted, the ADC is released to the base and an email, with approved data card, is routed back to the originator. If the ADC requires modification or correction to be in accordance with MIL-STD-1168B requirements, an email is provided to the ADC originator advising that corrective action is required prior to approval.

(f) Information Updates

It is important that the System Administrators are apprised when a producer receives a new contract. The producer shall notify JMC-WARP@afsc.army.mil within 30 days after receipt of a new contract. Information to be included shall be the contract number, item, GARA, Manufacturer's identification symbol and the names of the individuals who will be inputting ADCs into the system. If you are a new producer and do not have a Manufacturer's identification symbol, you can obtain one by sending an email to JMC-WARP@afsc.army.mil. The email must contain manufacturer's name, address where performance of the contract will take place, and a point of contact.

(g) Report of Contractor Ballistic Testing Module

(1) In addition to its ADC function, WARP also serves as a repository for reports of contractor ballistic (or functional) testing. Whenever the contract requires contractor performance of ballistic testing, the results of such testing shall be captured by you, the performing contractor, within a specially designed Lot Acceptance Test Report (LATR) module.

(2) Within the LATR module, you are required to provide a report of any contractor ballistic testing and to submit the report in electronic fashion via the WWW. The report must be a .pdf file for the upload process to work.

(3) The LATR tab on the WARP opening page provides access to the upload process.

(4) An online users manual will provide additional help in the upload process for a Report of Contractor Ballistic Testing. It is recommended that you download and read the users manual prior to uploading your initial Report of Contractor Ballistic Testing. The users manual also contains screen shots which depict the upload process.

(5) The upload process is simple and direct. After inputting several key pieces of information (contract number, noun, etc.) on the LATR initial page the inputter selects the upload button and the LATR module will browse the inputter's hard drive until the correct file is found. At the click of a button the file is uploaded to WARP and the process is complete.

(End of statement of work)

(CS7200)

C-4	52.246-4536 LOCAL	STATEMENT OF WORK - 2-D BAR CODING VERIFICATION	JUL/2005
(a)	As a logistics measure to improve inventory, accountability, security and control, the supplier is required to provide 2-D Bar Codes in accordance with MIL-STD-129 and MIL-PRF-61002 and as further detailed in Section D of the contract.		
(b)	An approval of the supplier's 2-D Bar Code Label is required before any product shall be presented for acceptance to the Government Quality Assurance Representative. Prior to formal submission of product to the Government for acceptance, a first time sample of the supplier's initial 2-D Bar Coding Label, comprising of two (2) each of the exterior pack label and two (2) each of the pallet label, shall be submitted for approval to the Joint Munitions Command, Attn: SFSJM-QAP to be read by a High Performance Bar Code Verification system.		
(c)	Within fifteen calendar days, the supplier will be notified electronically of the approval, conditional approval, or disapproval of the submitted 2-D Bar Code Label. A notice of conditional approval shall state any further actions required of the supplier. A notice of disapproval shall cite reasons for the disapproval.		
(d)	Once approval of the 2-D Bar Code Label is received, the supplier may begin presenting product to the Government for acceptance.		
(e)	During life cycle management of the product, the Government may randomly perform checks of the integrity and conformity of the 2-D Bar Code labeling that is affixed to the supplier's product.		

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(f) The supplier is responsible for all costs associated with correcting 2-D Bar Code labels that do not meet contractual requirements.

(End of statement of work)

(CS7300)

C-5	52.248-4502	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
	LOCAL		

(a) The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notices of Revision (NORs), and Requests for Deviation (RFDs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

(b) Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the changes to be made. Contractors may also submit RFDs, which define a temporary departure from the TDP or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

(c) If the Government receives the same or substantially the same VECPs from two or more contractors, the contractor whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

(d) Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of clause)

(CS7600)

IN ACCORDANCE WITH AIR FORCE SPECIFICATIONS, THE FOLLOWING SHALL APPLY:

1. The age of explosive components (i.e. manufactured cartridges, cast propellant grains, detonating cord, etc) except bulk Energetic Material and primers used in the manufacture of these items will not exceed 12 months. Primers shall have been certified/recertified within the past 12 months, unless they are Navy certified and have a 2 year certification. The acceptability of bulk energetic material used in the manufacture of this item will be demonstrated by Lot Acceptance Test Data. Non-explosive ingredients such as binders and oxidizers, which do not degrade with age, are excluded from this 12-month requirement. The Government may waive this requirement on a case-by-case basis (when advantageous to the Government) provided the contractor provides all details of the reason for the waiver and the age and lot numbers of the subject components. The waiver (if granted) may be subject to conditions such as sensitivity testing or dehumidification.
2. Items are to be marked using accepted practices for marking of explosive devices (reference MIL-STD-130M for guidance). Minimum item marking shall include Manufacturer Part Number or Model Number, Lot Number (reference MIL-STD-1168B for guidance), Serial Number, and Date of Manufacture. Item markings shall make no reference to service life or installation procedures.
3. All configuration actions shall be in accordance with Industry Standard EIA-649.
4. Proposed corrective actions and recommendations shall be furnished in a Failure Analysis and Corrective Action Report (DI-RELI-81315).

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SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4508 LOCAL	PACKAGING REQUIREMENTS	JUL/1997
(a) Packaging shall be in accordance with 1829AS100 revision C, dated 1 July 1998.			
(b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.			
(c) Marking shall be in accordance with 1829AS100, Revision C, dated 1 July 1998. 2-D Barcodes are required in accordance with MIL-STD-129, Revision P, with Change Notice 2, dated 10 February 2004.			

EXCEPTION:

The following shall apply to drawing 1829AS100, Revision C, dated 1 July 1998:

Engineering Exceptions found on ADL 1397AS390 apply.

PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.

EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: If manufactured outside the USA, contractor shall not apply the UN POP certification marking provided in this contract. Contractors (outside the USA) are responsible to perform UN POP tests on packaging requirements provided in this contract and apply UN POP certification marking authorized by the Competent Authority of the state (country) of manufacture.

PROPER SHIPPING NAME MARKING VERIFICATION:

For NSN 1305-01-390-7977 - A978, the Proper Shipping Name and UN ID must be marked on the Exterior Container. The Proper Shipping Name and UN ID shall be: "CARTRIDGES FOR WEAPONS, INERT PROJECTILE UN 0339"

(End of clause)

(DS6303)

D-2	52.247-4517 LOCAL	PALLETIZATION INSTRUCTION	MAR/1992
Palletization shall be in accordance with 19-48-4116/17D, revision 1, dated July 2004 & 19-48-4116, Revision 9, dated August 2005. Marking shall be in accordance with ACV00561, Revision D, dated 7 October 2005. 2-D barcodes are required.			

Heat treat requirements for all non-manufactured wood used in the palletized load applies to this contract. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.

(End of clause)

(DS6204)

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SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(End of Clause)

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES-FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-4512 LOCAL	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994

(a) The first article shall consist of 500 (min) cartridges, 125 primed cases, and 125 TP projectiles; which shall be examined and tested in accordance with contract requirements, the item specifications), Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package.

(b) The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

(c) The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specifications) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

(d) The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

(e) A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and Vendor's inspection records and certifications, when applicable). The First Article Test Report

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shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to AMSJM-CDM.

(f) Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) Whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of clause)

(ES6031)

E-4	52.245-4537	ACCEPTANCE INSPECTION EQUIPMENT (NAVY/AIR FORCE)	FEB/2002
	LOCAL		

(a) Acquisition, maintenance, and disposition of Acceptance Inspection Equipment (AIE) shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1. AIE shall be used to assure conformance of components and end items to contract requirements. AIE shall include all types of inspection, measuring, and test equipment whether Government furnished, contractor designed, or commercially acquired, along with the necessary specifications, and the procedures for their use.

(b) The Contractor shall provide all Acceptance Inspection Equipment (AIE) necessary, except for the Government Furnished Equipment (GFE) listed in paragraph (g.8). The GFE shall be provided in accordance with the Government Property clause of this contract. The Contractor is responsible for contacting NSWC Corona at least 45 days in advance of the date the GFE is required to schedule delivery. Government furnished AIE shall not be used by the contractor or his subcontractor in lieu of in-process or work gages.

(c) Contractor AIE designs, specifications, and procedures for Critical, Major, Special, and Minor characteristics shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423. All Contractor AIE documentation requiring Government approval shall contain sufficient information to permit evaluation of the AIE's ability to test, verify or measure the characteristic or parameter with the required accuracy and precision. Contractor designed AIE requiring Government approval shall be made either in accordance with the equipment drawings specified in section C of contract (Description/Specification Section), or in accordance with any other design documentation provided that it is approved by the Government. The Government will approve the AIE documentation or provide requirements for approval within 45 days of receipt. The Contractor shall be responsible for any delays resulting from late submission of AIE documentation to the Government for approval, and any delays resulting from the submission of inadequate or incomplete AIE documentation.

(d) The contractor must ensure that all AIE is approved and available for use prior to First Article Submission, if First Article is required, or prior to initiation of production under this contract.

(e) Resubmission of AIE design, specification, and procedure documentation for approval on a follow-on contract is not required provided inspection characteristic parameters specified in the current technical data package and the previously approved AIE documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

(f) The Government reserves the right to disapprove at any time during the performance of this contract, use of any AIE not meeting the requirements of the approved design, specification, or procedure documentation.

(g) Navy Special Interface Gage Requirements (NSIG) - THIS PARAGRAPH IS NOT APPLICABLE TO THIS SOLICITATION

(End of clause)

(ES6032)

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E-5 52.246-4550 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT FEB/2004
LOCAL

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

- () ISO 9002
- () ISO 9001-2000; only design/development exclusions permitted
- (X) ISO 9001-2000; no exclusions permitted

or an alterate program/system approved by the activity listed in block 7 of the Standard Form 33, in effect on the contract date and which is hereby incorporated into this contract.

(End of clause)

(ES6001)

E-6 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL MAY/1994
LOCAL

(a) Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

(b) Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

(c) Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

(d) Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

(e) The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of clause)

(ES7012)

E-7 52.246-4532 DESTRUCTIVE TESTING MAY/1994
LOCAL

(a) All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

(b) Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.

(c) All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted

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by other provisions of this contract.

(d) The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance inprocess testing, unless specifically authorized by the Contracting Officer.

(e) The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of clause)

(ES7011)

E-8 PROCESS CAPABILITY, CONTROL & IMPROVEMENT REQUIREMENTS 9/20/06

a. The Contractor shall establish a Process Control System that includes procedures, systems and software that provide control over production processes. This Process Control System shall complement the requirements of an ISO 9001-2000 or equivalent Quality Management System as well as all contract quality requirements. Statistical Process Control (SPC), when utilized, shall be implemented in accordance with ISO 11462-1 and ANSI/ASQC B1, B2, and B3. A Process Control Plan (PCP) shall be submitted to the Government for review and approval as stipulated per the DD Form 1423 and DI-MGMT-80004. Demonstration of process capability in accordance with approved PCP shall be accomplished prior to production and acceptance of product shall be based on verification of process capability in accordance with approved PCP.

b. Key characteristics are those characteristics identified in TDP documentation as critical and major plus any contractor selected characteristics. The contractor shall analyze all process and operation parameters affecting key characteristics for application of Process Control techniques unless otherwise required by check mark:

(1) ☐ Key characteristics and/or tools, techniques and control methods to be applied are those listed in paragraph g as tailorable characteristics. Alternate control methods can be suggested by the contractor but require Government approval.

(2) ☐ Key characteristics are ☐ characteristics or identified process or operations parameters resulting from PFMEA of entire process. Government reserves the right to identify the specific characteristic, process, or operation parameters from the PFMEA as a key characteristic.

c. The contractors analysis shall include processes and operations under the control of the prime contractor and those under the control of subcontractor or vendor facilities. The contractor shall create a process flow chart for the entire process and perform Process Failure Modes and Effects Analysis (PFMEA) for all processes identified on the process flow chart. The contractor shall identify, define, and delineate specific controls applicable for each process and operation that affects key characteristics. The contractor shall conduct process capability studies and Repeatability & Reproducibility (R & R) studies for measurement systems on all process and operation parameters affecting key characteristics.

d. The contractor shall prepare and implement a Process Control Plan (PCP). This PCP shall be based upon and include results of process flow chart and PFMEA, and process capability studies and R & R studies for all process and operation parameters affecting key characteristics. The PCP shall address control methods, process and inspection equipment, action plan for out of control conditions, and process capability at stated production rate. Capable processes shall be one of the criteria for Government acceptance of product. When utilizing statistical methods, a Cpk index (a type of process capability index sensitive to whether the process is centered, but insensitive to special cause) shall be calculated. A Capable process for each process and operation parameter that affects key characteristics shall have a Cpk greater than or equal to 1.0 or as stated as follows: .

e. When the process or operation parameter under control has demonstrated both stability and capability, the Contractor may request in writing that inspection or testing performed in accordance with contract requirements be reduced or eliminated in accordance with MIL-STD-1916. At least three (3) consecutive lots or as stated as follows shall have been inspected and accepted before reduction/elimination is requested.

f. All Corrective Action Requests (CARs) and Requests For Deviation (RFDs) generated for identification of product nonconformances shall result in the addition of characteristics to contractually required key characteristic list and require implementation of actions per paragraphs (c) and (d) above with submittal to the PCO for Government approval. If the CARs and RFDs are relating to characteristic, processes or operations already identified in the PCP then those actions required by paragraph (c) and (d) will be reassessed and submitted to the PCO for Government approval. The Government reserves the right to withhold acceptance of product until the revised PCP is approved by the Government.

g. If box b(1) was checked above, the tailored key characteristics and/or tools, techniques and control methods are specified as follows:

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E-9 CRITICAL CHARACTERISTICS CLAUSE

January 2006

a. The contractors processes shall be designed with the objective of preventing the creation or occurrence of non-conforming critical characteristics (see paragraphs d & e). The contractor shall establish, document and maintain a product specific, critical characteristics control (CCC) plan that shall be submitted to and approved by the Procuring Contracting Officer (PCO) IAW DD Form 1423 and DI-MGMT-80004. The CCC plan shall include or reference all procedures, work and handling instructions and process controls relating to any critical characteristics. Mistake Proofing techniques of the material handling and inspection systems shall be a part of the CCC Plan. Guidance for developing this plan and submitting Critical Plans of Action (CPOA) (paragraph g) can be found at https://qa.pica.army.mil/QAW/qaw_p/safety_policy.htm

b. The contractor shall assure its critical processes are robust in design, capable and under control, with the objective of not generating any critical non-conformances. The contractor shall calculate, document, clearly identify, and have a schedule that routinely assess the reliability and effectiveness of its critical processes to prevent generating critical non-conformances as identified in the CCC Plan.

c. An inspection and verification system shall be employed that will verify the robustness of all critical processes. The contractor shall calculate, document, clearly identify, and have a schedule that routinely assess the reliability and effectiveness of its inspection and verification system to detect and prevent critical non-conformance escapes as identified in the CCC Plan. The Government expects that a contractor will allow zero critical escapes. To demonstrate its critical escape risk the contractor will utilize the non-conformance escape risk goal provided below.

(1) Unless otherwise specified immediately below, the calculated critical non-conformance escape risk is 1 in a million (.000001) items delivered. Or:

Alternate calculated Critical Non-conformance Escape risk: _____

Unless otherwise approved by the PCO, the non-conformance escape risk is the sum of the individual characteristic escape rates. The probability of escape for a single characteristic shall be calculated by multiplying the non-conformance rate(s) entering the inspection system(s) by the error rate of the inspection system(s). These escape rates are then summed and shall not exceed the tolerable critical non-conformance escape risk.

(2) Within 45 days after award, the contractor can elect to submit a phased-in approach on how the non-conformance escape risk will be achieved over a period of time not to exceed 180 days from the date of first article approval, or from initiation of production when first article is not required. Submission will require approval by the Government and is subject to a technical review and analysis. Allowance for a phased-in approach will then become a part of the contract. Disapproval of the contractors submission does not relieve the contractor of its obligation to comply with the terms of this clause.

(3) Based on the maximum error rate defined for the inspection system, the contractor shall develop a test procedure to demonstrate the error rate. As part of the test plan the contractor shall include sufficient test quantities to assure 90% statistical confidence in the resultant rates unless otherwise approved by the PCO. Once established, the contractor shall have a documented schedule to routinely monitor the non-conformance and inspection system error rates to assure they do not exceed the maximum rates allotted.

d. As a result of previous practices, the governments technical data may refer to Critical I, Critical II, and Special characteristics. The use of the term "critical characteristics" within this clause includes Critical I, Critical II and Special characteristics and the use of the term "critical nonconformances" includes those nonconformances pertaining to Critical I, Critical II and Special characteristics. Unless otherwise stated in Section C, these characteristics shall be subject to all requirements of this clause.

e. In addition to critical characteristics defined in the governments technical data (drawings, specifications, etc.), the contractor shall also identify and document in their contractor developed technical data all known material, component, subassembly and assembly characteristics whose non-conformances would likely result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product. All additional critical characteristics identified by the contractor shall comply with the critical characteristic requirements of the technical data package, supplemented herein. The Critical Item Characteristic List (CICL) review process shall be included in the CCC Plan. The contractor's additional critical characteristics shall be classified in accordance with guidance located at https://qa.pica.army.mil/QAW/qaw_p/safety_policy.htm and shall be submitted to and approved by the PCO prior to production (DI-SAFT-80970A).

f. In the event that a critical non-conformance is found anywhere in the production process, the contractor, as part of its CCC Plan, shall have procedures in place to ensure:

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(1) The non-conformance is positively identified and segregated to ensure that nonconforming product does not inadvertently remain in or reenter the production process. This control shall be accomplished without affecting or impairing subsequent non-conformance analysis. Final disposition of non-conforming product shall be documented and audited for traceability.

(2) The operation that produced the non-conforming component or assembly and any other operations incorporating suspect components or assemblies are immediately stopped. (See para h. for exceptions)

(3) The government (PCO) is immediately notified of the critical non-conformance (electronic mail)(DI-SAFT-80970A).

(4) Any suspect material is identified, segregated and suspended from any further processing and shipment.

(5) An investigation is conducted to determine the root cause of the non-conformance and the required corrective actions. An evaluation shall also be conducted with regard to suspect material to ensure that no additional critical non-conformances are present. A report of this investigation shall be submitted to the government (DI-SAFT-80970A). The use of the DID report shall not delay notification to the government as required in f(3) above.

(6) A request to restart manufacturing or to use any suspect material associated with the critical non-conformance is submitted to the government (DI-SAFT-80970A). Restart of production shall not occur until authorized by the PCO, unless previously addressed in the approved CCC Plan. The Government will respond to a restart request within 3 working days. All objective evidence of the investigations to date shall be available for review at the time of restart. Suspect material shall not be used without PCO approval.

(7) The procuring activity reserves the right to refuse acceptance of any suspect material until the root cause or reasonably likely cause of the critical non-conformance has been identified, corrective action has been fully implemented and sufficient evidence has been provided to exclude non-conforming material from the conforming population.

g. The contractor may develop alternative plans and provisions, collectively referred to as a Critical Plan of Action (CPOA), relative to government or contractor identified critical characteristics. All CPOAs are independent and shall be evaluated by the government for this contract. The CPOA and any subsequent revisions submitted IAW DD Form 1423 and DI-MGMT-80004 require PCO approval prior to implementation. Unless otherwise specified at time of approval, contractor shall review and evaluate CPOAs for currency and process improvements at least on an annual basis and submit results to the PCO. Unless otherwise approved by the PCO, each critical characteristic shall require a separate CPOA. If the CPOA includes other documents by reference they shall be submitted upon request. Guidance for the development of a CPOA can be found in the referenced guidance located at paragraph a of this clause.

h. The contractor may continue production with an approved CPOA provided that the critical non-conformance is consistent with the failure mode(s) and rates established in the CPOA. Failure to meet all CPOA requirements will require the contractor to revert back to paragraph f requirements.

i. If a critical non-conformance is discovered beyond its designated inspection point and prior to Government acceptance the contractor shall take actions specified in paragraph f above. If a critical non-conformance is discovered after Government acceptance the Government has the right to invoke the requirements of paragraph f with respect to the contractors remaining production under this contract.

IN ACCORDANCE WITH AIR FORCE SPECIFICATIONS, THE FOLLOWING SHALL APPLY:

1. Lot Acceptance test requirements are: Per MIL-C-85623.
2. LOT ACCEPTANCE TEST: In the event of an end item firing Failure, the contractor shall notify the following by FAX/E-mail within 24 hours: The responsible Air Force Engineering Organization, 784th CBSG/506th CBSS/GBLB, E-mail addresses: steve.keetch@hill.af.mil & todd.parker@hill.af.mil; and the JMC Product Quality Manager, E-mail address: randolph.stec@us.army.mil.

*** END OF NARRATIVE E 0001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	FEB/2006
F-5	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-6	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-7	52.247-61	F.O.B. ORIGIN-MINIMUM SIZE OF SHIPMENTS	APR/1984
F-8	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
F-9	52.247-33	F.O.B. ORIGIN, WITH DIFFERENTIALS	FEB/2006

(c)(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

_____(carload, truckload, less-load,
_____(wharf, flatcar, driveaway, etc.)

(End of clause)

(FF8005)

F-10	52.247-4504	TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR-TO-CONTRACTOR	MAR/2004
	LOCAL	SHIPMENTS	

(a) Supplies procured or furnished under this contract/subcontract, which are shipped between two or more contractors, and which are qualified as sensitive in accordance with DoD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Class A or B Explosives, require special Transportation Protective Service (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DoD security standard for the applicable sensitive category or explosive class identified under DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA).

(b) Shipper's Defense Contract Management Agency (DCMA) transportation offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary.

(c) This clause must be entered in all contracts/subcontracts at any tier.

(End of clause)

(FS7115)

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Name of Offeror or Contractor:

F-11 52.247-4531 COGNIZANT TRANSPORTATION OFFICER MAY/1993
LOCAL

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery, and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least ten days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a military air or water port terminal without authorization by the designated point of contact.

(End of clause)

(FS7240)

F-12 52.247-4533 ACCELERATED DELIVERIES, CONTRACTOR INITIATED MAR/1988
LOCAL

Contractor shall not make deliveries earlier than the dates specified in the delivery schedule without the specific written authorization of the Contracting Officer.

(End of clause)

(FS7405)

F-13 52.247-4551 SPECIAL TRANSPORT/LOADING REQUIREMENTS (HAZARDOUS) FEB/1996
LOCAL

(a) In addition to requirements set forth under General Provision, "Loading, Bracing, and Blocking of Freight Car Shipments," rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, Bureau of Explosives Tariff No. BOE 6000 publishing Hazardous Materials Regulations of the Department of Transportation, and Bureau of Explosives Pamphlets No. 6, 6A as applicable. Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made. AAR Pamphlets, Circular and Rules may be procured from the Bureau of Explosives, 59 E. Van Buren St., Chicago, IL 60605. Bureau of Explosives Tariff No. BOE 6000 and Bureau of Explosives pamphlets may be procured from the Bureau of Explosives, Association of American Railroads, 1920 L Street, Washington, D.C. 20036. U.S. Army Defense Ammunition Center (USADAC) approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to rail loading, blocking and bracing of this item and may be secured by the Contracting Officer or the Defense Contract Management Agency (DCMA).

(b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., Motor Carrier's Explosives and Dangerous Articles Tariff, as applicable and effective at the time of shipment. These publications may be procured from the American Trucking Association, Inc., Tariff Order Section, 1616 P St., N.W., Washington, D.C. 20036. USADACS approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to motor, loading, blocking and bracing of this item and can be secured from the Contracting Officer or DCMA.

(c) TOFC "Piggyback" shipments will be loaded, blocked and braced in accordance with Bureau of Explosives Pamphlet No. 6C or AAR Circular No. 43, copies may be obtained from addresses given in para (a) above. USADAC approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to loading, blocking and bracing for TOFC shipments and may be obtained from the Contracting Officer or DCMA.

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(d) Container shipments will be loaded, blocked and braced in accordance with USADAC drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components which is specifically applicable to loading, blocking and bracing of container shipments and may be secured from the Contracting Officer or the DCMA.

(e) Except as the carrier(s) may be liable, the contractor shall be liable to the Government for any loss or damage resulting from improper loading and/or furnishing and installing dunnage material by the contractor for shipments to be made under this contract.

(End of clause)

(FS7007)

IN ACCORDANCE WITH AIR FORCE SPECIFICATIONS, THE FOLLOWING SHALL APPLY:

SHIPPING ACTIVITIES SHALL PREPARE A REPORT OF SHIPMENT (REPSHIP). SEE ATTACHMENT 10.

*** END OF NARRATIVE F 0001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.223-7006 DFARS	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	252.211-7003 DFARS	ITEM IDENTIFICATION AND VALUATION	JUN/2005
(a) Definitions. As used in this clause			

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Governments unit acquisition cost means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

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Name of Offeror or Contractor:

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid_types.html.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) DoD unique item identification or DoD recognized unique identification equivalents.
- (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for
 - (i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more; and
 - (ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
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Name of Offeror or Contractor:

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ____.

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the solution is approved by ISO/IEC JTC1 SC 31. The DD format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number.

(6) Lot or batch number.

(7) Current part number (if not the same as the original part number).

(8) Current part number effective date.

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Name of Offeror or Contractor:

- (9) Serial number.
 - (10) Governments unit acquisition cost.
 - (e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
 - (1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
 - (2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.
 - (3) Unique item identifier type.**
 - (4) Issuing agency code (if concatenated unique item identifier is used).**
 - (5) Enterprise identifier (if concatenated unique item identifier is used).**
 - (6) Original part number.**
 - (7) Lot or batch number.**
 - (8) Current part number (if not the same as the original part number).**
 - (9) Current part number effective date.**
 - (10) Serial number.**
 - (11) Unit of measure.
 - (12) Description.
 - ** Once per item.
 - (f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.
 - (g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.
- (End of clause)
- (HA6001)

H-4	52.225-4503	RESTRICTION OF CRITICAL ITEMS AND COMPONENTS	FEB/1993
	LOCAL		

(a) The items and components listed in paragraphs (b) and (c) are critical to the support of national defense items. As such, it is necessary to create and/or maintain a domestic capability for the production of these items and components by limiting production and procurement to the United States/Canadian industrial base.

(b) Items listed in this paragraph, to include all components contained therein, down to but not including raw materials (unless a more stringent restriction applies as set forth elsewhere in this contract), must be manufactured, assembled, and tested in the United States or Canada. Raw material is defined as material in the mill forms and shapes normally produced for commercial use.

N/A

(c) Components listed in this paragraph must be manufactured, assembled, and tested in the United States or Canada.

1) Propellant/Nitrocellulose

In all cases, final assembly and testing of the items listed in the Schedule in Section B of this contract must be performed in the United States or Canada.

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(d) The failure of the Contractor or subcontractor(s) to comply with the terms of this clause shall be a material breach of the contract.

(e) The Contractor will insert the substance of this clause, including this paragraph (e), in every subcontract for items or components identified above to ensure flowdown to, but not including, raw materials.
 (End of clause)

(HS6306)

H-5 52.242-4506 PROGRESS PAYMENT LIMITATION - INCURRED COSTS MAR/1988
 LOCAL

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed the cost of First Article Test (FAT will be awarded as a CLIN on the first delivery order).

NOTE: Clause 52.209-3, First Article Test (Contractor Test) - Alternate II is included.
 (End of clause)

(HS6002)

H-6 52.246-4557 MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) JAN/1995
 LOCAL

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Commander
 U.S. Army Sustainment Command (ASC)
 ATTN: AMSAS-ACA-F (Rachel Phelps)
 Rock Island, IL 61299-6500

rachel.phelps@us.army.mil
 nancy.cooksey@us.army.mil

2. Production Management

Commander
 U.S. Joint Munitions Command (JMC)
 ATTN: AMSJM-CDM (Katie Crotty)
 Rock Island, IL 61299-6000

katie.crotty@us.army.mil

3. Send additional copies to:

OO-ALC/LGMPR
 6038 Aspen Ave
 Hill AFB, UT 84056-5805

karen.sessions@hill.af.mil

All DD250s shall be submitted electronically.
 (End of clause)

(HS6025)

H-7 252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2005) - ALTERNATE I APR/2005
 DFARS

Delete paragraphs (c), (d), (e), (f), and (g) of the basic clause, and add the following paragraphs (c) and (d) to the basic clause:

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(c) For each item delivered under a contract line, subline, or exhibit line item under paragraph (b) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report the Governments unit acquisition cost.

(d) The Contractor shall submit the information required by paragraph (c) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(HA7002)

H-8 52.242-4591 CONTRACTOR PERFORMANCE INFORMATION DEC/2005

The successful offeror/bidder under this solicitation is advised that after contract award its performance under this contract will be subject to an assessment(s) in accordance with FAR 42.15 and AFARS 5142.1503-90. The Army Past Performance Management System (PPIMS) will be used to maintain the performance report(s) generated on this contract. The rating system to be used in this assessment shall be as follows:

Exceptional (Dark Blue) Performance meets contractual requirements and exceeds many to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (Purple) Performance meets contractual requirements and exceeds some to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory (Green) Performance meets contractual requirements. The contractual performance of the element or sub element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal (Yellow) Performance does not meet some contractual requirements. The contractual performance of the element or sub element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (Red) Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub element contains serious problem(s) for which the contractors corrective actions appear or were ineffective.

The evaluation procedures to be used in this assessment, which include coordination with the contractor, are detailed in AFARS 5142.1503-90.

(End of clause)

(HS7015)

H-9 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993

LOCAL

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding///// ☐ YES ☐ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

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Serving Carrier: _____

(End of clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL/2006
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-17	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-19	52.215-14	INTEGRITY OF UNIT PRICES (OCT 97) - ALTERNATE I	OCT/1997
I-20	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2004
I-21	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-22	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-23	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2006) - ALTERNATE II	OCT/2001
I-24	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	SEP/2006
I-25	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-26	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-27	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-28	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-29	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-30	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-31	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-32	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-33	52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC/2004
I-34	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-35	52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-36	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-37	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-38	52.227-14	RIGHTS IN DATA-GENERAL	JUN/1987
I-39	52.227-14	RIGHTS IN DATA-GENERAL - ALTERNATE V	JUN/1987
I-40	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-41	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-42	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR/2005
I-43	52.232-1	PAYMENTS	APR/1984
I-44	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-45	52.232-11	EXTRAS	APR/1984
I-46	52.232-16	PROGRESS PAYMENTS	APR/2003
I-47	52.232-16	PROGRESS PAYMENTS (APR 2003) - ALTERNATE III	APR/2003
I-48	52.232-17	INTEREST	JUN/1996
I-49	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-50	52.232-25	PROMPT PAYMENT	OCT/2003
I-51	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-52	52.233-1	DISPUTES	JUL/2002

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I-53	52.233-1	DISPUTES (JUL 02) - ALTERNATE I	DEC/1991
I-54	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-55	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-56	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-57	52.242-13	BANKRUPTCY	JUL/1995
I-58	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-59	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-60	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-61	52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)	MAY/2004
I-62	52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR/1984
I-63	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-64	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-65	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-66	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-67	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-68	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-69	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-70	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2004
I-71	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-72	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-73	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-74	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
I-75	252.204-7004	CENTRAL CONTRACTOR REGISTRATION (OCT 2003) - ALTERNATE A	NOV/2003
I-76	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-77	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-78	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-79	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2006
I-80	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-81	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-82	252.223-7003	CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES	DEC/1991
I-83	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-84	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
I-85	252.225-7013	DUTY-FREE ENTRY	OCT/2006
I-86	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS	JUN/2005
I-87	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (JUN 2005) - ALTERNATE I	APR/2003
I-88	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-89	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-90	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	MAY/2006
I-91	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	NOV/2005
I-92	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991

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I-93	252.245-7001 DFARS	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-94	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-95	52.248-1	VALUE ENGINEERING	FEB/2000

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract (# to be assigned), shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

(IF8400)

I-96	52.216-18	ORDERING	OCT/1995
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(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by individuals or activities designated in the Schedule. Such orders may be issued from Date of Contract Award through 1825 days after award.

(End of clause)

(IF6088)

I-97	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 500 each cartridges, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of 500,000 each cartridges;

(2) Any order for a combination of items in excess of N/A; or

(3) A series of orders from the same ordering office within 180 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

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(IF6089)

I-98 52.216-22 INDEFINITE QUANTITY OCT/1995

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 365 days after expiration of contract.

(End of clause)

(IF6097)

I-99 52.243-7 NOTIFICATION OF CHANGES APR/1984

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- 6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

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(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or 4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

(IF6250)

I-100	52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE	JUN/2003

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1095 days after acceptance

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 days

(End of clause)

(IF6070)

I-101	252.223-7007	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES	SEP/1999
DFARS			

(a) Definition. Arms, ammunition, and explosives (AA&E), as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY
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Cartridge, 25MM

1305-01-390-7977

IV

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(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier:

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

(IA6200)

I-102 52.209-3 FIRST ARTICLE APPROVAL - CONTRACTOR TESTING SEP/1989

(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked "FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____." Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article; except that the number of days from receipt of the test report until the Contractor is notified shall be sixty (60) calendar days (instead of 30) when the option to perform confirmatory testing is exercised by the Government. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of clause)

(IF7018)

I-103 52.209-3 FIRST ARTICLE APPROVAL -CONTRACTOR TESTING (SEP 1989) - ALTERNATE I JAN/1997

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(IF7019)

I-104 52.209-3 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING (SEP 1989) - ALTERNATE II SEP/1989

(End of clause)

(IF7020)

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I-105 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS SEP/2006
(a) Definitions. As used in this clause

Commercial item has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

Subcontract includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract. .

(End of clause)

(IF7045)

I-106 52.245-9 USE AND CHARGES AUG/2005
(a) Definitions. As used in this clause:

Acquisition cost means the acquisition cost recorded in the Contractors property control system or, in the absence of such record, the value attributed by the Government to a Government property item for purposes of determining a reasonable rental charge.

Government property means all property owned by or leased to the Government or acquired by the Government under the terms of the contract. It includes both Government-furnished property and contractor-acquired property as defined in FAR 45.101.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which Government property is made available for nongovernmental purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) Use of Government property. The Contractor may use the Government property without charge in the performance of

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

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(c) Rental. If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractors right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General.

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractors best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge.

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) Other Government property. The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) Alternative methodology. The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) Rental payments.

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the Renegotiation Board Interest Rate (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Governments acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractors unauthorized use of Government property or any other failure to perform this contract according to its terms.

(g) Use revocation. At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractors expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) Unauthorized use. The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7007)

I-107

52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of clause)

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Name of Offeror or Contractor:

(IF7016)

I-108 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/2005
DFARS

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcmam.mil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
 - (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
 - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
 - (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

I-109 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT MAR/1998
DFARS

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Name of Offeror or Contractor:

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(End of clause)

(IA7035)

I-110	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD	NOV/2005
	DFARS	CONTRACTS)	

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

(IA7745)

I-111	52.201-4500	AUTHORITY OF GOVERNMENT REPRESENTATIVE	FEB/1993
	LOCAL		

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

I-112	252.219-7012	DOD MENTOR-PROTEGE PROGRAM	NOV/2005
		a. This clause does not apply to small business concerns.	

b. Utilization of the Pilot Mentor-Protege Program is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

c. Mentor firms are encouraged to identify and select concerns that are defined as emerging small disadvantaged business,

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Name of Offeror or Contractor:

women-owned small business, HUBZone small business, service-disabled veteran-owned small business, or an eligible entity employing the severely disabled.

d. Full details of the program are located at http://www.acq.osd.mil/sadbu/mentor_protege/, <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

(End of clause)

(IS7100)

I-113 52.229-4562 CALIFORNIA SALES AND USE TAX NOTICE (AL 92-1) MAY/1992
LOCAL

If this contract contains either the clause at FAR 52.245-2, Government Property (Fixed-Price Contracts), or 52.245-5, Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts), California sales tax on the purchase of any tangible personal property for the performance of this contract is not an allowable cost. Such purchases can be made tax-free by giving California vendors resale certificates, the form for which is prescribed by California tax authorities. This California sales tax exemption does not apply to the purchase of any property to be incorporated into real property located in California.

(End of clause)

(IS7002)

I-114 52.246-4551 SUPPLEMENTAL WARRANTY INFORMATION JAN/2006

(a) Whenever a request for waiver, deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out of provisions of this clause are relieved only to the extent of the terms and conditions specified in the approval.

(b) For purpose of identifying the warranted material to facilities receiving it, the following instructions will apply:

(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period of the quantity stated hereon of (enter the item serial/lot number(s) as applicable) begins on (enter the date of acceptance of the quantity) and ends on (enter the date of the end of the warranty period for the quantity)."

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period for the quantity stated hereon of (enter item serial/lot number(s) as applicable) begins on the date of the acceptance of the lot and ends (enter the length of the warranty period) days later."

(End of clause)

(IS7070)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST		008	
Attachment 001	WARNING SHEET, DD FORM 2356		001	
Attachment 002	GUIDANCE ON DOCUMENTATION OF CONTRACT REQUIREMENTS LIST (CDRL)		002	
Attachment 003	DATA DELIVERY DESCRIPTION - ENGINEERING CHANGE PROPOSAL (ECP)		009	
Attachment 004	DATA DELIVERY DESCRIPTION - REQUEST FOR DEVIATION (RFD)		004	
Attachment 005	INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	
Attachment 006	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP		001	
Attachment 007	ADDRESS LIST		001	
Attachment 008	DOCUMENT SUMMARY LIST		003	
Attachment 009	SECURITY STATEMENT OF WORK		003	
Attachment 010	REPORT OF SHIPMENT (REPSHIP)		001	
Attachment 011	ECP PAN R066Q2033		005	

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>
The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	OCT/2006
K-2	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2006
(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332992.			
(2) The small business size standard is 1,000 employees.			
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.			
(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.			
(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:			
[] (i) Paragraph (c) applies.			
[] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.			
(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.			

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

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Name of Offeror or Contractor:

K-3 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement-Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.
Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

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II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. ☐ yes ☐ no

(End of provision)

(KF7190)

K-4 52.230-7 PROPOSAL DISCLOSURE - COST ACCOUNTING PRACTICE CHANGES APR/2005

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

- ☐ Yes
- ☐ No

If the offeror checked "Yes" above, the offeror shall-

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

(KF7192)

K-5 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992
DFARS

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

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(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402. (LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)	JAN/2006
L-2	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS	JAN/2004
L-3	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-4	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-5	252.206-7000 DFARS	DOMESTIC SOURCE RESTRICTION	DEC/1991
L-6	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
L-7	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

(LF6019)

L-8	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of an Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

(End of provision)

(LF6008)

L-9	52.233-2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: HQ Army Sustainment Command (ASC), ATTN: AMSAS-ACA-F (Christine Gerling Cole), 1 Rock Island Arsenal, Rock Island, IL 61299-6500.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

(LF6021)

L-10	252.217-7026 DFARS	IDENTIFICATION OF SOURCES OF SUPPLY	NOV/1995
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(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of

Name of Offeror or Contractor:

supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Item	National Stock No.	Commercial Item (Y or N)	Sources of Supply			Actual Mfg?
			Company	Address	Part No.	
(1)	(2)	(3)	(4)	(4)	(5)	(6)

- (1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list none.

(3) Use Y if the item is a commercial item; otherwise use N. If Y is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use Y if the source of supply is the actual manufacturer; N if it is not; and U if unknown.

(c) An original and one copy of the information required above shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).

(d) In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of provision)

(LA6705)

L-11	52.211-4510	PARTNERING	AUG/2001
	AMC		

(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the government, the contractor, and its major subcontractors engage in the Partnering process.

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(b) Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between government and industry to work cooperatively as a Team to identify and resolve problems and facilitates contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

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(c) After contract award, the government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

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(d) The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

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(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering Process, as well as the principles and procedures set forth in the AMC Partnering Guide. The principal government representatives for this effort will be Christine Gerling Cole, Procuring Contracting Officer; and Rachel Phelps, Contract Specialist.

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(End of provision)

(LM6100)

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L-12 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984
 (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of DEVIATION after the date of the clause.

(b) The use in this solicitation of any DoD FAR Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of DEVIATION after the date of the clause.

(End of provision)

(LF7015)

L-13 AMC AMC-LEVEL PROTEST PROGRAM MAR/2006
 If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:
 HQ Army Materiel Command
 Office of Command Counsel
 9301 Chapek Rd. Room 2-1SE3401
 Ft. Belvoir, VA 22060-5527
 Facsimile number (703) 806-8866 or 8875

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protestlink.htm

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-level Protest Procedures.

(End of provision)

(LM7010)

L-14 52.212-4501 ELECTRONIC AWARD NOTICE APR/2001
 (a) Any contract awarded as a result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

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(b) Notice of award to the awardee will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendors failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform on grounds for a delivery schedule extension.

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(c) Notice of award to unsuccessful offerors shall be issued only via electronic mail, Federal Business Opportunities (FedBizOpps), and the Army Single Face to Industry (ASFI) web site. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided and it shall be the sole responsibility of the vendor to periodically check the ASFI at <https://acquisition.army.mil/asfi/> or FedBizOpps <http://www.fedbizopps.gov/> to determine if an award has been made. In this event, the vendors failure to check theses sites to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allowed in the regulations.

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Vendors Electronic Mail Address: _____

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(End of provision)

(LS7100)

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Name of Offeror or Contractor:

L-15 52.214-4584 HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS NOV/2005
LOCAL

(a) Effective 09 August 2004, should you elect to hand-deliver your bid, quote, or proposal, you must enter Rock Island Arsenal via the Moline entrance gate, and proceed to the Visitor Control Center (Building 23) to obtain a security badge/registration. The Visitor Control Center hours of operation are from 6:00 a.m. until 3:30 p.m. CT. Upon arrival, ask the Visitor Control Center attendant to contact the ASC Bid, Quote and Proposal Receiving Area, (309) 782-0367/5251. If there is no answer on either of these extensions, the attendant should call (309) 782-6895 to reach an alternate point of contact. If you use a delivery service it is your responsibility to ensure they are provided these instructions.

(b) For deliveries made after 3:30 p.m. CT, the carrier must ask the Police Officer at the Moline entrance gate to call the ASC Proposal Receiving Area or alternate number provided in the preceding paragraph so a visitor decal can be issued to enter the Arsenal. The carrier must then proceed to Police Headquarters, Building 225, to obtain a badge, as one cannot be issued out at the gate after 3:30 p.m. CT.

(c) Delivery is to be made to Building 350, 5th Floor, North Bay at Pole C3, "Bid, Quote, and Proposal Receiving Area", (309)782-0367/5251.

(d) Packages must be delivered between the hours of 8:00 a.m. and 4:00 p.m. CT, Monday through Friday. No packages will be accepted on Federal Holidays.

(e) In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids" (Nov 1999). Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

(End of provision)

(LS7003)

L-16 52.215-4578 COST DATA BREAKDOWN OCT/1997
LOCAL

Breakdowns of cost data are not requested under this solicitation inasmuch as the Contracting Officer anticipates adequate price competition. However, in the event the Contracting Officer subsequently determines that price competition is inadequate for this procurement, detailed cost data may then be requested in compliance with law and regulations.

(End of provision)

(LS7012)

L-17 52.215-4583 DISCLOSURE OF UNIT PRICES FEB/2004
LOCAL

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

L-18 52.222-1100 10 U.S.C. 4543 PILOT PROGRAM FEB/2003
LOCAL

(a) Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army Industrial facilities" to sell manufactured articles and services in support of DoD weapons systems

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Name of Offeror or Contractor:

without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK; Rock Island Arsenal, Rock Island, IL; and Watervliet Arsenal, Watervliet, NY.

(b) These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

(c) If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant
Mr. Paul McDaniel, Attn: JMCMC-MO
McAlester, Oklahoma 74501-9002
(918) 420-6452
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal
Mr. William Peiffer, Attn: SOSRI-AP
Rock Island, Illinois 61299-5000
(309) 782-5178/4479
peifferw@ria.army.mil

Watervliet Arsenal
Mr. Ed McCarthy, Attn: AMSTA-WV-ODP
Watervliet, New York 12189-4050
(518) 266-5052
emccarthy@wva.army.mil

(End of provision)

(LS7010)

L-19	52.247-4574	F.O.B. POINT (RFPs)	SEP/1995
	LOCAL		

Offers are requested to be submitted on an F.O.B. basis as set forth in Section B and/or F.

(End of provision)

(LS7007)

PROPOSAL INFORMATION

1. Proposal Submission Format: The offeror's proposal shall be submitted in five hard copies and via e-mail. Each evaluation factor shall be addressed in a separate volume. The maximum total pages for all Best Value information is 60 pages as defined below. A page is defined as a single sided, 8 1/2 x 11 inch sheet, single line spacing with no less than 10 point font. Foldout pages may be used and shall fold entirely within the volume, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics, not for pages of text. Any pages over the maximum total 60-page limit will not be considered in the evaluation. The cover, title page, tables of contents, and divider pages will not be counted against the maximum page limit. Any exception to this page and size limit is set forth as follows:

a. VOLUME 1 - TECHNICAL CAPABILITY & VOLUME 2 - PAST PERFORMANCE: The offerors proposal shall be limited to no more than 50 pages total. The offeror may divide the page count between the Technical sub factors and Past Performance sub factors, as deemed appropriate, without exceeding the total page limit of 50 pages. This page limit does not include the General Quality Manual as stated in Section V, paragraph A.2.b.

b. VOLUME 3 - PRICE: No page limitation.

c. VOLUME 4 - SMALL BUSINESS UTILIZATION: The offerors proposal shall be limited to no more than 10 pages. This 10 page limit does not apply to page submittals of the SF294.

Best Value information shall be provided for the offeror and key subcontractors identified by the offeror. The following information is to be submitted.

2. Definitions:

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a. Recent is defined as occurring within the past three (3) years prior to this solicitations initial closing date. In addition, the Government has the right to consider information regarding contractor performance up to the date of award.

b. Relevant is defined as having previously produced the same or similar items.

c. Same or similar items are defined as 20MM, 25MM, and/or 30MM items that have been produced utilizing the same or similar manufacturing processes, essential skills, and unique techniques needed to produce the 25mm PGU-23/U TP Cartridge. The Government reserves the right to determine whether an item is the same or similar and whether the item applies to the current requirement(s) for evaluation purposes.

3. VOLUME 1 - TECHNICAL CAPABILITY PLAN REQUIRED SUBMITTAL:

NOTE: For any technical plan submitted, the Government will not assume the duty to search for data or information outside the technical plan being evaluated. The burden of providing complete and thorough information to address the elements below remains with the offeror.

a. Manufacturing Plan: The offeror shall provide a detailed manufacturing plan proposed for production of the PGU-23/U Cartridge to meet the requirements of the solicitation. This plan will include a description of the essential manufacturing processes, the essential procedures, including process control, and the essential skills required to produce the PGU-23/U Cartridge in accordance with the applicable technical data package. The plan must be realistic, achievable, and supportable. Proposals will address, as a minimum, the following:

- * Identify essential manufacturing and test facilities, equipment, and skills.
- * A detailed description of the proposed manufacturing processes/plans to include information as to whether the processes/component level items are manufactured in-house or procured from a sub-contractor/vendor. For each component level item, define all work to be accomplished by a sub-contractor/vendor and provide the name of the proposed sub-contractor/vendor. The component level items addressed shall include M115 Primer, Propellant, 25MM TP Projectile, and the Cartridge Case.
- * A detailed description of the process control mechanisms/systems and equipment capable of detecting production problems and how the problems are resolved throughout the proposed manufacturing process.

b. Quality Plan: The offeror shall provide a detailed discussion of how the proposed approach for the performance of Quality Assurance meets the requirements as defined in the solicitation. The offerors Quality System Plan shall include, at a minimum:

- * Objective evidence that the offerors quality system complies with the requirements of the solicitation listed in section E Higher-Level Contract Quality Requirements [i.e. independent certification by an accredited registrar, certification by Defense Contract Management Agency, or a copy of the offerors general quality manual (These documents will not be counted against the maximum number of pages)].
- * A description of the interrelations of the offerors quality program to the organization (such as an organizational chart) and its relationship with subcontractors and suppliers. A description of the mechanisms through which the offeror flows down and verifies contractual quality requirements to their subcontractors.
- * Procedures for identification, control, correction, and resolution of deficiencies found in components and assemblies and end items.
- * A description of the proposed program for the identification, inspection, prevention, and control of critical defects.
- * A description of the offerors in-coming supplies and materials inspection plan/procedures to ensure supplies and materials to be utilized in production conform to the drawings and specifications.

c. Testing and Inspection Plan: The offeror shall provide a detailed discussion on their approach and their ability to meet and perform the testing and inspection identified in the solicitation/technical data specifications, including, but not limited to, the First Article Test (FAT) and Lot Acceptance Test (LAT) requirements. The offerors Testing and Inspection Plan shall include, at a minimum, information related to their equipment [to include Acceptance Inspection Equipment (AIE) and/or Automated Acceptance Inspection Equipment (AAIE)] techniques, and skills necessary to perform the tests and inspections.

4. VOLUME 2 - PAST PERFORMANCE REQUIRED SUBMITTAL: The offeror is to provide a description of their recent and relevant contracts received or performed within three years prior to the initial closing date of the solicitation, which will include the information set forth below.

- a. Name of contracting activity/commercial firm, point of contact, phone number
- b. Contract Number

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Name of Offeror or Contractor:

- c. Total contract value
- d. Item, NSN, and Part Number
- e. If the contract listed is a relevant item, describe the relevance to the PGU-23/U.
- f. Contracting Officer/Contract Manager and telephone number
- g. Administrative Contracting Officer and telephone number (if different from f above)
- h. Original contract delivery schedule
- i. Actual or current contract delivery schedule
- j. A brief summary of each contract cited, addressing the sub-factors of Quality and Quality Program Problems and On-Time Delivery described below.

(i) Quality and Quality Program Problems: Offeror shall provide information on their recent, relevant performance in the area of quality assurance, applied on recent, relevant contracts. Offeror may submit evidence of quality awards and/or quality certifications for consideration. The Government will evaluate all quality issues discovered during the 3-year period of recent past performance, regardless of actual delivery. The offeror will be required to submit information explaining corrective/preventive actions taken to improve their processes and/or resolve their quality problems. The offeror shall disclose information about previous Requests for Waiver (RFWs), Requests for Deviation (RFDs), Quality Deficiency Reports (QDRs), Corrective Action Requests (CARs), First Article Test (FAT) failures, Lot Acceptance Test (LAT) failures, and/or other product quality or Quality Program related problems. Where quality system or product related problems have been experienced, the offeror is required to provide information describing actions taken to improve their system/processes to prevent recurrence. Where no RFW, RFD, QDR, CAR, FAT, or LAT failures exist, the contractor shall affirm no such report exists. The offerors submission must be clear and concise when describing any deficiencies, corrective actions, and implementation.

(ii) On-Time Delivery: Offeror shall provide information regarding recent, relevant past performance in the areas of timeliness of original and revised contractual deliveries. The offeror shall provide all pertinent information regarding any delivery schedule revisions.

NOTE: The Government reserves the right to contact/use other sources available to the government, other than the offerors proposal, to gather and evaluate the offerors responses to the factors/sub factors. These sources include, but are not limited to, data gathered via the Past Performance Information Management System (PPIMS) or Contractor Performance Assessment Reports (CPARS) Systems, pre-award offices at other major supporting commands, past customers, and previous contracting officials.

5. VOLUME 3 - PRICE REQUIRED SUBMITTAL: The offeror is required to submit a Price Proposal.\~ It will consist of a completed Section B for the quantity ranges and FAT identified within each contract year.

6. VOLUME 4 - SMALL BUSINESS UTILIZATION REQUIRED SUBMITTAL: As required by DFARS 215.304, Small Business Utilization is an evaluation factor in this acquisition.

a. All offerors (small, large and foreign) are required to identify the extent to which the following small businesses and educational institutions will be utilized in the contract:

(1) Small Businesses (SBs), Veteran-Owned Small Businesses (VOSBs), Service Disabled Veteran-Owned Small Businesses (SDVOSBs), Small Disadvantaged Businesses (SDBs), Women-Owned Small Businesses (WOSBs), Historically Underutilized Business Zone (HUBZone) Small Businesses, hereinafter all referred to as SB; and

(2) Historically Black Colleges, Universities, and Minority Institutions (HBCU/MIs).

b. For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.

- c. Small Business Utilization
 - (1) The offeror is to provide in the format below; company name, products/services and the estimated dollar value, type of SB, HBCU/MIs, Large Businesses who would participate in the proposed contract, estimated total SB subcontracting dollars, and the estimated total contract value.

SB TYPE	EST. \$	PRODUCT OR	COMPANY NAME
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Name of Offeror or Contractor:

VALUE	SERVICE
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TOTAL SB \$

LARGE BUSINESS	EST. \$	PRODUCT OR	COMPANY NAME

EST. TOTAL CONTRACT \$

EST. TOTAL
SUBCONTRACTING \$

(2) All offerors are to provide a detailed description of their proposed methods used to promote maximum practicable opportunity for Small Business to participate in contracting and subcontracting , as prescribed by FAR 52.219-8, Utilization of Small Business Concerns.

(3) Realism Offerors are to provide the following information on relevant contracts performed within three years prior to the initial solicitation closing date for the same or similar products/services:

(i) Small business offerors shall provide the following information for each relevant contract where FAR clause 52.219-8 applied; the total contract value, the total dollars to Small Business and the total subcontracting dollars to Large Business. A Small Business offeror shall identify and include their own performance in the documentation.

(ii) Large business offerors shall provide the most recent Standard Form (SF)294, Subcontracting Report for Individual Contracts for each relevant contract where FAR clause 52.219-9 Small Business Subcontracting Plan applied.

(iii) If the large business proposes substantially different small business utilization than experienced on similar work in the past, the SF294, they must explain how they will accomplish the higher/lower proposed level.

(iv) Large businesses that have not had a contract in the past three years incorporating FAR clause 52.219-9, shall so state.

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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
M-2	52.215-4586 LOCAL	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

The following are the evaluation factors for award:

A. Basis for Award

1. The Government plans to award one (1) five year IDIQ contract as a result of this solicitation. The evaluation of proposals will be conducted on a source selection basis utilizing a best value evaluation scheme. As part of the tradeoff determination, the relative strengths and/or weaknesses of each proposal will be considered in selecting the offer that represents the best overall value to the Government; therefore, the Government may award to other than the lowest priced offeror. Selection of the offeror for award will be based on an evaluation of Technical Capability, Past Performance, Price, and Small Business Utilization.~ The Technical Capability, Past Performance, and Small Business Utilization Areas will be rated in an adjectival manner.

2. Selection of the successful offeror will be made following an assessment of each proposal against the solicitation requirements and the cited evaluation criteria. The criteria will be used to evaluate and assess the information provided by offerors in response to the information called for in Section L of the RFP. The Government intends to award without discussions, however, the Government reserves the right to open discussions, if it is deemed necessary.

3. Any proposal which is unrealistic will be judged either as exhibiting a lack of competence or failure to comprehend the Government's requirements and may be so evaluated and rated, or rejected for such reasons. Furthermore, any significant inconsistency between the Technical Capability, Past Performance, Price, and Small Business Utilization Areas, if unexplained, may be grounds for rejection of the proposal. The Government will evaluate each proposal strictly in accordance with its content (except for past performance).

4. Pursuant to FAR 9.103, contracts will only be placed with contractors that the contracting officer determines to be responsible. Offerors must be able to demonstrate that they meet the standards of responsibility set forth in FAR 9.104. The Government reserves the right to conduct a pre-award survey on any and all offerors. The Government reserves the right to reject an offer that does not meet the standards for responsibility.

B. Evaluation Criteria:

1. Based upon a limited competition between NTIB offerors, award will be made to the offeror whose technical capability, past performance, price, and small business utilization provide the best value to the Government. Thus award may be made to other than the lowest priced offeror.

2. The award of one (1) IDIQ contract will be made to the responsible offeror whose proposal offers the best value based on the evaluation of the following areas:

- a) Technical Capability
 - (i) Manufacturing Plan
 - (ii) Quality Plan
 - (iii) Testing and Inspection Plan
- b) Past Performance
 - (i) Quality and/or Quality Program Problems

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Name of Offeror or Contractor:

- (ii) On-Time Delivery
- c) Price
- d) Small Business Utilization

3. The non-price factors of Technical Capability and Past Performance are relatively equal. The Technical Capability sub factors of Manufacturing Plan, Quality Plan, and Testing and Inspection Plan are relatively equal. The Past Performance sub factors of Quality and On-Time Delivery are relatively equal. Individually and together, Technical Capability and Past Performance are significantly more important than Price. Price is significantly more important than Small Business Utilization. All evaluation factors other than price, when combined, are significantly more important than price.

C. Evaluation of Proposal Areas will be performed as follows:

1. Technical Evaluated Factor: The Government shall utilize the following sub-factors to determine if the offeror has the technical know how, equipment, and personnel required to manufacture and manage the product IAW the delivery schedule as delineated in section B of the solicitation. Evaluations will be based on the ratings of the following sub-factors:

a. Manufacturing Plan: The offeror will be evaluated on their detailed manufacturing plan proposed for production of the PGU-23/U cartridge to meet the requirements of the solicitation. The offeror's proposal must identify the essential manufacturing processes, the essential procedures, including process control, and the essential skills required to produce the PGU-23/U cartridge in accordance with the applicable technical data package. The offeror's plan must be realistic, achievable, and supportable. The offeror's Manufacturing Plan shall include, at a minimum:

- * Essential manufacturing and test facilities, equipment, and skills.
 - * The proposed manufacturing processes/plans to include information as to whether the processes/component level items are manufactured in-house or procured from a sub-contractor/vendor. For each component level item, define all work to be accomplished by a sub-contractor/vendor and provide the name of the proposed sub-contractor/vendor. The component level items addressed shall include M115 Primer, Propellant, 25MM TP Projectile, and the Cartridge Case.
 - * Process control mechanisms/systems and equipment capable of detecting production problems and how the problems are resolved throughout the proposed manufacturing process.
- b. Quality Plan: The offeror will be evaluated on their detailed discussion of their approach for the performance of Quality Assurance that meets the requirements as defined in the solicitation. The offeror's Quality System Plan shall include, at a minimum:
- * Objective evidence that the offeror's quality system complies with the requirements of the solicitation listed in section E - Higher-Level Contract Quality Requirements [i.e. independent certification by an accredited registrar, certification by Defense Contract Management Agency, or a copy of the offeror's general quality manual].
 - * The interrelations of the offeror's quality program to the organization and its relationship with subcontractors and suppliers. A description of the mechanisms through which the offeror flows down and verifies contractual quality requirements to their subcontractors.
 - * Procedures for identification, control, correction, and resolution of deficiencies found in components and assemblies and end items.
 - * The proposed program for the identification, inspection, prevention, and control of critical defects.
 - * The offeror's in-coming supplies and materials inspection plan/procedures to ensure supplies and materials to be utilized in production conform to the drawings and specifications.

c. Testing and Inspection Plan: The offeror will be evaluated on their approach and their ability to meet and perform the testing and inspection identified in the solicitation/technical data specifications, including, but not limited to, the First Article Test (FAT) and Lot Acceptance Test (LAT) requirements. The offeror's proposal shall provide information related to their equipment [to include Acceptance Inspection Equipment (AIE) and/or Automated Acceptance Inspection Equipment (AAIE)], techniques, and skills necessary to perform the tests and inspections.

2. Past Performance Evaluated Factor: The Government shall utilize the following sub-factors to evaluate the offeror's recent and relevant past performance. Evaluations will be based on the ratings of the following sub-factors. Outside sources available to the Government, other than the contractor's proposal, can be utilized to evaluate past performance. Sources include, but are not limited to, Government contracting and pre-award offices. In addition, the Government has the right to consider information regarding contractor performance up to date of award.

a. Quality and Quality Program Problems: The offeror will be evaluated on the probability of quality success on this contract based on their recent and relevant past quality performance, with specific consideration of the following:

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* Offeror's Requests for Waiver (RFWs) and Requests for Deviation (RFDs) evaluated to determine if they were caused by shortcomings in the offeror's quality system.

* The number, nature, and severity of Quality Deficiency Reports (QDRs) determined to be the fault of the offeror.

* Offeror's response to QDRs, FAT failures, lot acceptance failures, and other product quality problems to include the following:

- (i) Root cause analysis of the deficiency
- (ii) Corrective action to prevent recurrence
- (iii) Repair/rework/replacement of product affected by the deficiency/nonconformance.

* Objective evidence that the offeror's quality system identifies adverse trends and prevents the production of nonconforming material.

b. On-Time Delivery: The offeror will be evaluated on the information provided by the offeror on its recent, relevant contracts as defined in Section L, Proposal Information, paragraph 2. Definitions. The offeror will be rated on their record of on-time delivery, e.g. the original delivery schedule compared to the actual deliveries to determine whether deliveries were made on time. The offeror shall identify reasons why it did not meet its original delivery schedule.

3. Price Evaluated Factor:

a. The price will be an evaluated factor; however, it will not be adjectivally scored. The Federal Acquisition Regulations (FAR) requires that contracts be awarded at prices that are fair and reasonable.

b. The Government will evaluate offers for award purposes as follows. Evaluated prices will be calculated for each contract year as the sum of the total proposed prices for each range and, if applicable, the proposed FAAT price. An overall total evaluated price will then be calculated as a weighted average of each year's evaluated price, with more weight assigned to year 1 & 2 prices.

c. Price Analysis shall be used to determine price reasonableness and whether the proposals reflect an understanding of the effort required. As part of the evaluation, proposals shall be reviewed to identify any significant unbalanced pricing. In accordance with FAR 15.404-1(g), i.e. unbalanced pricing, a proposal may be rejected if the contracting officer determines the lack of balance poses an unacceptable risk to the government.

4. Small Business Utilization Evaluated Factor:

a. As required by DFARS 215.304, Small Business Utilization is an evaluation factor in this acquisition. The Government will evaluate all offerors (small, large and foreign) proposed utilization of:

- Small Business (SB)
- Small Disadvantaged Business (SDB)
- Women-Owned Small Business (WOSB)
- Veteran-Owned Small Business (VOSB)
- Service Disabled Veteran-Owned Small Business (SDVOSB)
- Historically Underutilized Business Zone Small Business (HUBZone)
- hereinafter all to be referred to as SB; and
- Historically Black Colleges and Universities/Minority Institutions (HBCU/MI)

b. For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) applicable to this solicitation, the offeror's own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.

c. The Government will evaluate the extent to which an offeror identifies and commits to utilizing SB and HBCU/MI in the performance of the proposed contract as well as how it has performed in this regard in the past. Such utilization may be as the contractor, a subcontractor, or as a member of a joint venture or teaming arrangement. The elements to be evaluated are:

(1) Complexity of specific products or services that will be provided by those SBs and HBCU/MIs.

(2) The extent of Small Business utilization in terms of value of the total contract.

(3) Realism - The Government will evaluate the offeror's actual past performance in achieving the proposed small business utilization on relevant contracts performed within three years prior to the initial solicitation closing date for same or similar items to assess the realism of proposed small business utilization. This evaluation will include an assessment of:

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(i) For small business offerors, the percent of small business utilization to total contract value on each relevant contract will compared to the proposed percent of small business utilization to proposed total contract value.

(ii) For large business offerors, their actual performance in meeting SB and HBCU/MI subcontracting goals on each relevant contract will be compared to the proposed percent of small business utilization to proposed total contract value. .

(iii) Offerors without a record of past performance will not be considered favorably or unfavorably in developing a realism assessment. The fact that the offeror has no past performance will be noted for the Source Selection Authority.

(End of provision)

(MS6001)